Affidavit of Eligibility and Release

State of		
County of		
•		
I,		, being duly sworn, say I am
years of age. And my telephone n		
I am submitting this Affid	avit with the unde	rstanding that it will be relied upon to
determine my eligibility in the	[NAME]	Contest (the "Contest").
, , ,		

I affirm and represent that I have complied with all the rules and regulations of the Contest and that I have committed no fraud or deception in entering the Contest or claiming any prize. I further represent that I am not an employee of any of the Sponsors or of any other entity stated in the official rules whose employees are not eligible to enter the Contest or a member of the immediate family or household of any such employee, or otherwise ineligible to enter the Contest.

In consideration of the Prize, which I acknowledge is good, valuable and sufficient consideration, I hereby agree as follows:

- 1. To be solely responsible for any and all taxes which may be payable due to my receipt of the Prize, and to authorize Station to withhold any amounts required to be withheld pursuant to Federal, state or local law.
- 2. [CASH PRIZE] To release the Station, its licensee, their parent, affiliated entities, and each of their respective officers, directors, shareholders, employees and agents from any and all claims, demands, causes of action, losses, expenses, costs and liabilities of any nature whatsoever which I may hereafter have against any of them arising out of or in connection with the Contest or the Prize.
- 2. [NON-CASH PRIZE] I acknowledge that Station, its corporate licensee, its parent corporation, their affiliated entities and their respective officers, directors, shareholders, agents and employees are not acting as the manufacturer or distributor of the Prize. Station, acting as a consumer, acquired the Prize for the purpose of awarding the Prize to a winner in the Contest. With respect to any claims I may have as a result of the possession or use of the Prize, I agree that I shall look solely to the Prize's manufacturer or others in the chain of production and distribution of the Prize excluding Station. I acknowledge that Station has not made any representations or warranties with respect to the Prize. Therefore, I hereby release Station, its licensee, its parent corporation, their affiliated entities and their respective officers, directors, shareholders, employees and agents from any and all claims, demands, causes of action, losses, expenses, costs and liability of any nature whatsoever which I may hereafter have against any of them arising out of or in connection with the Contest or the Prize. Nothing herein contained shall in any way limit my recourse against the manufacturer in the event I have any claims as a result of possession or use of the Prize.

- 3. To grant to Station and its licensees the right to use my name, likeness, portrait, recorded voice and biographical material, in order to advertise, promote or publicize Station, its licensee, the Contest, or any advertisers or co-sponsors associated with the Contest and their products and services.
- 4. I hereby certify that I have read and complied with, and that I understand, all of the rules of the Contest, a copy of which is attached to this Affidavit of Eligibility and Release form and that all information set forth below is true. The releases and indemnities I have given with respect to the prize shall benefit the Sponsors, as well as their agents, employees, shareholders, officers, directors, affiliates, licensees and assigns. The rights I have granted to use my name, likeness, photographs, etc., shall inure to the benefit of the Sponsors, as well as their respective advertising agencies, licensees and assigns. I agree to return upon demand to Station any prize which has been or may be awarded to me if any statement made by me in this affidavit is false.
- 5. I acknowledge that Station, its licensee, parent, and affiliated entities have neither arranged for nor carry any insurance of any kind for my benefit or that of my heirs, executors and administrators relative to my use of the Prize, and that I am solely responsible for obtaining and paying for any life, travel, accident, property or other insurance relative to my use of the Prize.
- 6. I agree to indemnify and hold Station, its licensee, their parent, and/or affiliated entities, and each of their respective officers, directors, shareholders, and any of their respective representatives, assigns, employees, directors, officers and agents harmless against any loss, damage or expense, including court costs and reasonable attorneys' fees, that any of them may suffer or incur as a result of any breach of the foregoing representations.

7. I understand and agree that this waiv assumption of risk is to be binding on my heirs and	
	By:
	(Signature)
	(Date)
If you are under the age of 18, your parent or legal g	guardian must sign below.
	Signature of Parent or Legal Guardian